

Homesoft

DEFENDANT'S
EXHIBIT

ROZ

DVD CCA 201945
HIGHLY CONFIDENTIAL
ATTORNEY EYES ONLY

"AT A GLANCE"

Technology: CSS

Company Name: Homesoft

Country Location / Time Difference: France / + 9 hrs.

Contact Person: Jerome Schaffner (Mr. ☒ or Ms. ☐ or other ☐)

Tel: 33 / 44216200 Fax: 33 / 44216200 Email: jerome.schaffner@homesoft.fr

Business (Membership) Category in DVD / Processes (A, B or C):

- | | |
|---|---|
| <input type="checkbox"/> Contents Provider* / B
<input type="checkbox"/> Authoring Studio* / B
<input type="checkbox"/> DVD Disc Replicator* / B
<input type="checkbox"/> DVD Disc Formatter Manufacturer / C
<input type="checkbox"/> DVD Player Manufacturer / C
<input type="checkbox"/> DVD-ROM Drive Manufacturer / C | <input type="checkbox"/> Decoder Manufacturer (hardware/software) / C
<input type="checkbox"/> Descramble Chip Manufacturer / C
<input type="checkbox"/> Authentication Chip Manufacturer for DVD-ROM Drive / C
<input type="checkbox"/> Authentication Chip Manufacturer for Decoder / C
<input type="checkbox"/> Integrator* / A (no charge)
<input checked="" type="checkbox"/> Reseller* / A (no charge)
<input type="checkbox"/> Other () |
|---|---|

*Members not to receive CSS General Description

NOTE: ONLY CHECK BELOW BOXES IF THE RESPECTIVE LINE ITEM HAS BEEN COMPLETED

Status / Process "A" (free of charge)	Procedure	Date
<input checked="" type="checkbox"/> Step 1	Receive Prospective Licensee (PL) Initial Contact (via web email or fax)	- - 00
<input checked="" type="checkbox"/> Step 1	Send PL Explanation & Inquiry Sheet (general packet)	- - 00
<input checked="" type="checkbox"/> Step 2	Receive Completed Inquiry Sheet from PL - verify; If OK, then:	3 - 20 - 00
<input checked="" type="checkbox"/> Step 2	Send PL* 2 copies of CSS Interim Associate License Agreement	4 - 19 - 00
<input checked="" type="checkbox"/> Step 3	Receive both executed versions of CSS Interim Associate License Agreement (signed w/ blue ink) - John counter-signs	4 - 20 - 00
<input checked="" type="checkbox"/> Step 3	Send Licensee 1) copy of countersigned CSS Interim Associate License Agreement; 2) CSS Interim Associate License Certificate and 3) Receipt of Document form (for Certificate)	4 - 28 - 00
<input checked="" type="checkbox"/> Step 4	Receive and file Licensee signed Receipt of Document form (for Certificate)	

Status / Process "B" (\$10k for one or all 3 categ.)	Procedure	Date
<input type="checkbox"/> Step 1	Same as above - PL should have DVD format book from DVD Forum	- - 00
<input type="checkbox"/> Step 1	Same as above	- - 00
<input type="checkbox"/> Step 2	Receive Completed Inquiry Sheet from PL - Note re IS: must verify DVD Serial No. with Toshiba (Ms. Fukuda); if OK, then:	- - 00
<input type="checkbox"/> Step 2	Send PL* 1) CSS General Description; 2) 2 copies of CSS Interim License Agreement and 3) procedural specification (pink book)	- - 00
<input type="checkbox"/> Step 3	Receive via mail only both executed versions of CSS Interim License agreement (signed w/ blue ink) - John counter-signs	- - 00
<input type="checkbox"/> Step 3	Send Licensee 1) copy of countersigned CSS Interim License Agreement and 2) Invoice for \$10k	- - 00
<input type="checkbox"/> Step 4	Receive Licensee invoice payment \$10k - verify with Annie	- - 00
<input type="checkbox"/> Step 4	Send Licensee* 1) Content Side Guide Book; 2) CD-R w/ CSS Key Input program; 3) CSS Interim License Certificate and 4) Receipt of Document form (for Certificate)	- - 00
<input type="checkbox"/> Step 5	Receive 1) and file Licensee signed Receipt of Document form; 2) floppy disks with resultant CSS Key Program - DVD CCA completes the key generation process (floppies usually arrive in separate shipment)	- - 00
<input type="checkbox"/> Step 5	Send Licensee* a Receipt of Items form (for keys)	- - 00
<input type="checkbox"/> Step 6	Receive and file Licensee signed Receipt of Key form - verify if OK	- - 00

Status / Process "C" (\$10k for each category)	Procedure	Date
<input type="checkbox"/> Step 1	Same as above - PL should have DVD format book from DVD Forum	- - 00
<input type="checkbox"/> Step 1	Same as above	- - 00
<input type="checkbox"/> Step 2	Receive Completed Inquiry Sheet from PL - Note re IS: must verify DVD Serial No. with Toshiba (Ms. Fukuda); if OK, then:	- - 00
<input type="checkbox"/> Step 2	Send PL CSS General Description and 2 copies of NDA	- - 00
<input type="checkbox"/> Step 3	Receive via mail only both executed versions of NDA (signed w/ blue ink) - John counter-signs	- - 00
<input type="checkbox"/> Step 3	Send PL 1) copy of countersigned NDA and 2) Invoice	- - 00
<input type="checkbox"/> Step 4	Receive PL invoice payment \$500 (per copy/ title) - verify with Annie	- - 00

"AT A GLANCE"

<input type="checkbox"/> Step 4	Send PL 1) technical specification (blue book titles -- applicable parts of CSS spec.) and 2) Receipt of Document form	- - 00
<input type="checkbox"/> Step 5	Receive 1) and file PL signed Receipt of Document form ; 2) <i>if PL desires to continue</i> : PL informs DVD CCA via email / fax	- - 00
<input type="checkbox"/> Step 5	Send PL 1) 2 executable copies of CSS Interim License Agreement and 2) procedural specification (pink book)	- - 00
<input type="checkbox"/> Step 6	Receive via mail only both executed versions of CSS Interim License agreement -- desired categories must be selected (signed w/ blue ink) -- John counter-signs	- - 00
<input type="checkbox"/> Step 6	Send Licensee 1) copy of countersigned CSS Interim License Agreement and 2) Invoice (\$10k per corresponding number of selected categories - applicable parts of CSS)	- - 00
<input type="checkbox"/> Step 7	Receive Licensee invoice payment \$10k per number of selected categories -- verify with Annie	- - 00
<input type="checkbox"/> Step 7	Send Licensee 1) CSS Interim License Certificate ; 2) Receipt of Document form (for Certificate); 3) highly confidential info (based on category) and [for spec. 609 only: 4) Master Key <i>Annex 1</i>	- - 00
<input type="checkbox"/> Step 8	Receive and file Licensee signed Receipt of Document form (for Certificate)	- - 00

Post Licensing

Content Providers (Contents Provider, Authoring Studio*, DVD Disc Replicator*)

Floppy Disk Serial No.(s)	Date Received:	Date Processed:	Date Sent:
	- - 00	- - 00	- - 00
	- - 00	- - 00	- - 00
	- - 00	- - 00	- - 00
	- - 00	- - 00	- - 00
	- - 00	- - 00	- - 00
	- - 00	- - 00	- - 00
	- - 00	- - 00	- - 00
	- - 00	- - 00	- - 00
	- - 00	- - 00	- - 00
	- - 00	- - 00	- - 00
	- - 00	- - 00	- - 00

DVD

Copy Control Association

225 E Cochrane Circle
Morgan Hill, CA 95037
408-776-2014

Dear CSS Interim License Applicant,

Thank you for your interest in obtaining a CSS Interim License. The DVD Copy Control Association has assumed licensing responsibility for this interim license. The CSS license for which you will be applying is the interim CSS license. The fee you pay is for the interim CSS license.

At some future date, the final CSS license will be ready. At that time, each interim CSS licensee will have 90 days to obtain this final license (or cease using the CSS technology). DVD CCA will collect a separate annual administrative fee at that time.

Please send your application to my attention at this address:

DVD Copy Control Association
225 E Cochrane Circle
Morgan Hill, CA 95037

If you have any licensing questions, please do not hesitate to contact us at:
Licensing@DVDCCA.org

If you have any questions about the CSS technology, please contact us at:
Tech@DVDCCA.org

Best regards,

DVD Copy Control Association
Contract Administration

*I.S. incomplete
§ 3.1
- send confirming
email.
rec'd
4.3.00
"results"*

DVD CCA 201948
HIGHLY CONFIDENTIAL
ATTORNEY EYES ONLY

Dear Potential Licensee,

We received your inquiry with regard to the interim license activities of DVD Copy Control Association and obtaining a Contents Scramble System ("CSS") License.

In an effort to clarify our activities and to proceed with disclosure of technical information relating to CSS and/or grant of license of CSS, we would like to offer an explanation of the procedures as follows:

STEP 1 (Open)

We would like you to fill out the attached Inquiry Sheet and return it to us.

(If you select the "Integrator" and/or "Reseller" categories only, you need not fill out 3.1 - 3.3. However you will not receive the "General Description of The DVD Contents Scramble System".

If the purpose of your inquiry is to receive technical information to evaluate CSS technology (without immediate plans to manufacture and sell DVD related products), we will first provide you with technical information at non-confidential base and free of charge.

STEP 2 (NDA Requirement)

After your review of the information provided at a non-confidential level, if you determine it is necessary for you to receive further detailed information, we will provide you with detailed technical information necessary for your business category described in the Inquiry Sheet ("Membership Category") after:

- (1) The execution of the Non-Disclosure Agreement ("NDA") with us and,
- (2) We receive payment of \$500 U.S. dollars for the technical specification for each Membership Category for which you request these specifications. This payment is to cover expenses for preparation and provision of technical information.

No technical information is provided for the "Integrator" and "Reseller" categories.

If you select the "Integrator" and/or "Reseller" categories only, you need to enter only the CSS Interim License Agreement, not the NDA.

As a summary, we offer the following list of procedures:

- (1) Delivery of the draft NDA from us after your request
- (2) Execution of NDA by both companies
- (3) Payment of \$500/Membership Category from you
- (4) Delivery of Confidential Information

STEP 3 (Licensing)

If you determine you would like to start to manufacture and sell DVD related products using CSS after your review of information to be provided under NDA or you have an immediate plan to start to manufacture and sell DVD related products using CSS, a license agreement is required for manufacture and sale.

We must collect an annual fee of \$10,000 for each Membership Category. This fee will be used to offset the costs associated with our administration of CSS as an interim license activity.

We attach herewith a chart outlining the above procedures.

We would appreciate it if you would fill out the attached form and return it to us. Upon receipt, we will send you the document describing the non-confidential information relating to CSS.

Best regards,

DVD CCA CSS License
Inquiry Sheet

(Business Information)

1. Contact Person

(We will send the information to Contact Person. Please write clearly)

1.1. Name of contact person

JEROME SCHAFFNER

1.2. Name of Company/Division/Title

Company: HOMESOF

Division: Sales

Title: General Manager

1.3. Address (Country)

7/11 RUE CASTEJA
92100 BOULOGNE
FRANCE

← ? / yes

1.4. Telephone/Facsimile Number/E-mail Address

Tel: 33 1 41 31 63 80

Fax: 33 1 41 31 45 20

E-mail: jerome.schaffner@homesoft.fr

2. Company information

2.1. Official Name of your Company

HOMESoft

2.2. Address of the head office (Country)

7/11 Rue CASTEJA
92100 BOULOGNE .. FRANCE

2.3. Date of establishment

10/96

2.4. Amount of Capital

2632000 FF

2.5. Number of Employees

16

2.6. Outline of business

Distribut

2.7. Business Category in DVD

- ☐ Contents Provider
- ☐ Authoring Studio
- ☐ DVD Disc Replicator
- ☐ DVD Disc Formatter Manufacturer
- ☐ DVD Player Manufacturer
- ☐ DVD-ROM Drive Manufacturer
- ☐ Decoder Manufacturer (hardware/software)
- ☐ Descramble Chip Manufacturer
- ☐ Authentication Chip Manufacturer for DVD-ROM Drive
- ☐ Authentication Chip Manufacturer for Decoder
- ☐ Integrator
- ☒ Reseller

Others (Please describe below.)

()

3. CSS License Category Selection

(If you select "Integrator" and/or "Reseller" only, you need not fill out the following items. However you cannot receive "General Description of The DVD Contents Scramble System".)

3.1. Proposed use(s) of the Contents Scrambling Information

- ☐ Contents Provider *
- ☐ Authoring Studio *
- ☐ DVD Disc Replicator *
- ☐ Disc Formatter Manufacturer *
- ☐ DVD Player Manufacturer *
- ☐ DVD-ROM Drive Manufacturer *
- ☐ Decoder Card Manufacturer *
- ☐ Descramble Chip Manufacturer *
- ☐ Authentication Chip Manufacturer for DVD-ROM Drive *
- ☐ Authentication Chip Manufacturer for Decoder *
- ☐ Integrator *
- ☐ Reseller *
- ☐ research and development
- ☐ evaluation only
- ☐ others (Please describe below.)
()

* Our receipt of this Inquiry Sheet shall not be deemed to grant a license to your company.

3.2. Your serial No. of "DVD specifications for Read-Only Disc (Ver 1.0 or more)"

Serial No. _____

Serial No. _____

Serial No. _____

(CSS technologies are constructed over DVD technology and we will disclose some of them in our CSS technical specifications. Accordingly, it is a requisite condition to confirm that you are an official Book contractor with Toshiba. Your DVD Book Serial number is a very important part of the CSS License application. If you have the number, please write it in the area designated above. If you do not have it, please contact Ms. Oiwashi, Strategic Partnership & Licensing Division, Toshiba Corporation, Japan. Her FAX number is +81-3-5444-9430. Her Tel number is +81-3-3457-2643. She can provide you with information on the process of obtaining a DVD Book. This condition does not apply to the Integrator and/or Reseller categories.)

3.3. Your requested number of copies of the "General Description of The DVD Contents Scramble System".

Document in Inquiry Sheet CSSrev 1-14-00.doc

2/11/00

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Flow Chart(reference)

STEP1(Open)

Your Company

DVD CCA

Request (By FAX or E-mail)

Explanation of Process & Inquiry "Document (A)"

Return Inquiry Sheet included in (A)

Delivery of "Document (B)"

Document:

(A): This Document

(B): General Description of The DVD Contents Scramble System

(If you only select the "Integrator" and/or "Reseller", we will not deliver this document)

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STEP2 (NDA Requirement)

(If you select "Integrator" and/or "Reseller" only, there are no documents.)

Your Company**DVD CCA**

Request (By FAX or E-mail)



Delivery of NDA Draft "Document (C)"



Review of "Document (C)"

and when Your Company agrees to "Document (C)"

Outline of Your Company "Document (D)"



Execution of NDA



Invoice is sent with DVD CCA Bank Account Information

Payment for CSS Specification into the designated DVD CCA Bank Account

Delivery of "Document (E)" to Contact Person



Return the receipt of (E)



Document

(C): NDA Draft

(D): Outline of Your Company (for example annual report)

(E): applicable part(s) of The CSS Specification

STEP3 (License)

(If you select the "Integrator" and/or "Reseller" Category only, you need not to pay Administration Fee. However there is no document and highly confidential information for these categories.)

Your Company**DVD CCA**

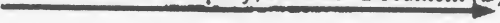
Request (By FAX or E-mail)



Delivery CSS Interim License Agreement Draft "Document (F)"



Outline of Your Company, same as "Document (D)"



Execution of CSS Interim License Agreement



Invoice is sent with Bank Account



Payment for Administration Fee into the designated Bank Account



Delivery of "Document (G)" to Contact Person



Return the receipt of (G)

**Document**

(F): CSS Interim License Agreement Draft

(G): Applicable part(s) of The CSS Specification including highly confidential information

DVD

Copy Control Association

225 B Cochrane Circle
Morgan Hill, CA 95037
408-776-2014

April 20, 2000

→ Via Air Mail

Homesoft
7/11 rue Castéja
92100 – Boulogne-Billancourt
France

Attention: Jérôme Schaffner

Re: interim CSS Associate License Certificate
Our Ref: CSS (process "A")

Dear Mr. Schaffner:

With respect to our receipt of both copies of the interim CSS Associate License Agreement For Assemblers, duly completed and executed, I have now enclosed the following:

DOCUMENT:

interim CSS Associate License Agreement
(for "Reseller")


(1 of 2 counter-signed originals for your files)

interim CSS Associate License Certificate
(for "Reseller")

Please also "fill in the blanks" on the enclosed Receipt of Document(s) form and return it to us via facsimile.

Please contact us if you have any questions.

Regards,



Rod Djukich,
DVD CCA Contract / Licensing Manager

Enclosures
F/CSS letters/iALA Homesoft rd042000

DVD CCA 201959
HIGHLY CONFIDENTIAL
ATTORNEY EYES ONLY



DVD Copy Control Association, Inc.
225 B Cochrane Circle, Morgan Hill, CA 95037
(408) 776-2014 Telephone
(408) 779-9291 Fax
www.dvdcca.org

interim CSS Associate License Certificate

Company Name: *Homesoft*
 7/11 rue Castéja
 92100 - Boulogne-Billancourt
 France

Contact Person: *Jérôme Schaffner*

Date of Issue: *April 20, 2000*

We hereby confirm that this company is a Licensee of the interim CSS Associate License Agreement under the following Membership Category:

Reseller

Business may be conducted within the scope of the above membership category(ies).


John Hoy

DVD Copy Control Association, Inc.

DVD CCA 201960
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ATTORNEY EYES ONLY

EXHIBIT "E2"
TO
CSS INTERIM LICENSE AGREEMENT
ASSOCIATE LICENSE AGREEMENT FOR RESELLERS

Company Name of Associate	HOMESoft
Address:	7/11 RUE CASTES 92100 BOULOGNE - FRANCE
Contact Name	Jerome SCHAFFNER
Title:	General Manager
Division:	
Telephone Number:	33 1 58 17 52 52
Facsimile Number:	33 1 46 09 12 76
E-mail address:	jerome.schaffner@homesoft.fr

This CSS ASSOCIATE LICENSE AGREEMENT FOR RESELLERS ("Agreement") is made and entered into as of 11 April 2000 (the "Effective Date") by and between: (i) DVD COPY CONTROL ASSOCIATION, an American corporation having offices located at 225 B Cochrane Circle, Morgan Hill, CA 95037 ("DVD CCA") or its assignee ("Licensor"); and (ii) the company named above ("Associate"). This Agreement includes this document and accompanying Attachment documents labeled A and B.

Background

The Content Scramble System ("CSS") is a technical method for protecting the rights of copyright owners in digital materials stored on DVD media. It relies on scrambling the materials and on requiring companies that wish to make devices to descramble and view the materials to follow certain rules in the design and distribution of their products.

To preserve the integrity of CSS, certain components which perform critical functions such as descrambling and authentication may only be distributed to parties who agree to use and distribute them as required by the current CSS Assembly Specification (defined below) and this Agreement.

Agreement

In consideration of the above and of being authorized (1) to receive certain components related to CSS and (2) to distribute such components in accordance with this Agreement, Associate agrees and promises as follows:

DVD CCA 201961
HIGHLY CONFIDENTIAL
ATTORNEY EYES ONLY

Rod Djukich

From: Rod Djukich
Sent: Thursday, April 20, 2000 8:40 AM
To: 'Jérôme Schaffner'
Subject: RE: confirmation of receipt - Homesoft

Duly noted. /rd

-----Original Message-----

From: Jérôme Schaffner [mailto:jerome.schaffner@homesoft.fr]
Sent: Thursday, April 20, 2000 12:42 AM
To: Rod Djukich
Subject: Re: confirmation of receipt - Homesoft SA

just HOMESOFT

thank you (SA is legal term)

-----Message d'origine-----

De : Rod Djukich <Rod.Djukich@LMICP.com>
À : Homesoft (E-mail) <jerome.schaffner@homesoft.fr>
Date : jeudi 20 avril 2000 01:37
Objet : confirmation of receipt - Homesoft SA

>Dear Mr. Schaffner:

>

>I confirm receipt of the signed interim CSS License Agreements. I will
>proceed with the issuance of the respective certificate.

>

>In addition, I noticed that the footer of your company letterhead
stationery

>stated Homesoft SA, rather than simply Homesoft. If the former wording
>(including "SA") is the official corporate expression of your company,
do

>you prefer that the Agreements are amended (a simple email should
suffice

>for attachment to the documents) to reflect the full corporate
expression

so

>that the full company name is stated on the interim CSS License
Certificate?

>

>I shall await your feedback. /rd

>

Rod Djukich

From: Rod Djukich
Sent: Wednesday, April 19, 2000 4:35 PM
To: Homesoft (E-mail)
Subject: confirmation of receipt - Homesoft SA

Dear Mr. Schaffner:

I confirm receipt of the signed interim CSS License Agreements. I will proceed with the issuance of the respective certificate.

In addition, I noticed that the footer of your company letterhead stationery stated Homesoft SA, rather than simply Homesoft. If the former wording (including "SA") is the official corporate expression of your company, do you prefer that the Agreements be amended (a simple email should suffice for attachment to the documents) to reflect the full corporate expression so that the full company name is stated on the interim CSS License Certificate?

I shall await your feedback. /rd

Rod Djukich

From: Rod Djukich
Sent: Wednesday, April 05, 2000 9:27 AM
To: Homesoft (E-mail)
Subject: interim CSS Associate License Agreement - Homesoft

Mr. Schaffner:

I simply wish to confirm that two (2) copies of the above document are on route to you via air mail for execution and return.

Regards,

Rod Djukich
DVD CCA Contract / Licensing Manager

DVD

Copy Control Association

225 B Cochrane Circle
Morgan Hill, CA 95037
408-776-2014

April 5, 2000

→ Via Airmail

Homesoft
7/11 rue Casteja
92100 Boulogne
France

Attention: Jerome Schaffner

Re: interim CSS Associate License Agreement
Our Ref: CSS (process "A")

Dear Mr. Schaffner:

Thank you for your confirming emails of 3 April 00, with respect to your company's address change and your business category designation as a "Reseller" (process "A").

Please find enclosed two (2) copies of the interim CSS Associate License Agreement For Resellers. Please return both of the original documents completed and duly executed (preferably using blue ink), in order that we may proceed with the next steps of process "A".

Please also "fill in the blanks" on the enclosed Receipt of Document(s) form and return it to us via facsimile.

Please contact us if you have any questions.

Regards,



Rod Djukich,
DVD CCA Contract / Licensing Manager

Enclosures
F/CSS letters/LALA Homesoft rd4/5/00

DVD CCA 201965
HIGHLY CONFIDENTIAL
ATTORNEY EYES ONLY

Rod Djukich

From: Rod Djukich
Sent: Friday, March 31, 2000 5:23 PM
To: Homesoft (E-mail)
Subject: FW: CSS Inquiry Sheet - Homesoft

Mr. Schaffner:

I also need to verify the correct address for our database. Your initial web submission indicated that the following is the address of Homesoft (95 Bis Rue de Bellevue, Boulogne 92100, France), whereas the inquiry sheet information you sent indicates a different street address (7/11 Rue Casteja). Please shed some light on this discrepancy.

Regards/rd

-----Original Message-----

From: Rod Djukich
Sent: Friday, March 31, 2000 4:59 PM
To: Homesoft (E-mail)
Subject: CSS Inquiry Sheet - Homesoft

Dear Mr. Schaffner:

We are in receipt of the above Inquiry Sheet you sent to DVD CCA.

With respect to Section 3.1 of the document, please advise as to the proposed use of CSS by Homesoft, since this information was not provided. I presume it is "Reseller", but I must ask to be sure.

I await your early reply.

Best Regards,

Rod Djukich

DVD CCA Contract / Licensing Manager

DVD Copy Control Association
225 B Cochrane Circle
Morgan Hill, CA 95037

Tel (408) 776-2014 ext.17 / Fax (408) 779-9291

NOTE

The information contained in this e-mail message is intended only for use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone (408) 776-2014, and destroy the original message. Thank you.

Rod Djukich

From: Rod Djukich
Sent: Friday, March 31, 2000 4:59 PM
To: Homesoft (E-mail)
Subject: CSS Inquiry Sheet - Homesoft

Dear Mr. Schaffner:

We are in receipt of the above Inquiry Sheet you sent to DVD CCA.

With respect to Section 3.1 of the document, please advise as to the proposed use of CSS by Homesoft, since this information was not provided. I presume it is "Reseller", but I must ask to be sure.

I await your early reply.

Best Regards,

Rod Djukich

DVD CCA Contract / Licensing Manager

DVD Copy Control Association
225 B Cochrane Circle
Morgan Hill, CA 95037

Tel (408) 776-2014 ext.17 / Fax (408) 779-9291

NOTE

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Rod Djukich

From: Jérôme Schaffner [jerome.schaffner@homesoft.fr]
Sent: Thursday, April 20, 2000 12:42 AM
To: Rod Djukich
Subject: Re: confirmation of receipt - Homesoft SA

just HOMESOFT
thank you (SA is legal term)
-----Message d'origine-----
De : Rod Djukich <Rod.Djukich@LMICP.com>
À : Homesoft (E-mail) <jerome.schaffner@homesoft.fr>
Date : jeudi 20 avril 2000 01:37
Objet : confirmation of receipt - Homesoft SA

>Dear Mr. Schaffner:
>
>I confirm receipt of the signed interim CSS License Agreements. I will
>proceed with the issuance of the respective certificate.
>
>In addition, I noticed that the footer of your company letterhead
stationery
>stated Homesoft.SA, rather than simply Homesoft. If the former wording
>(including "SA") is the official corporate expression of your company,
do
>you prefer that the Agreements are amended (a simple email should
suffice
>for attachment to the documents) to reflect the full corporate
expression
so
>that the full company name is stated on the interim CSS License
Certificate?
>
>I shall await your feedback. /rd
>



received
4.19.00

DVD CCA
Attn. Mr Rod DJUKICH
225 B Cochrane Circle
Morgan Hill, CA 95037

HOMESoft
7/11 rue Castéja
92100 BOULOGNE
FRANCE

Boulogne, April 12, 2000

Your Ref : CSS (process "A")

Dear Mr DJUKICH,

Please find enclosed as requested two copies of the interim CSS Associate License Agreement For Resellers. We would be grateful if you could send us our copy at your convenience

We look forward to reading from you.

Yours Faithfully.

Jérôme SCHAFFNER
General Manager



THE MULTIMEDIA MARKETING AGENCY

Jérôme SCHAFFNER
GENERAL MANAGER

DVD CCA 201969
HIGHLY CONFIDENTIAL
ATTORNEY EYES ONLY

HomeSoft
7/11, rue Castéja
92100 - Boulogne-Billancourt - FRANCE
Tel: 33 (0)1 58 17 52 52 - Fax: 33 (0)1 46 09 12 76

HomeSoft SA
7/11 RUE Castéja 92100 BOULOGNE BILLANCOURT France Tél : (33) 1 .58.17.52.52 Fax : (33) 1 1
SA au capital de 2 632 000 Frcs RCS Nanterre

EXHIBIT "E2"
TO
CSS INTERIM LICENSE AGREEMENT
ASSOCIATE LICENSE AGREEMENT FOR RESELLERS

Company Name of Associate	HOMESOFT
Address:	7/11 RUE CASTEJA 92100 BOULOGNE - FRANCE
Contact Name	JEROME SCHARNER
Title:	General Manager
Division:	
Telephone Number:	33 1 58 17 52 52
Facsimile Number:	33 1 46 09 12 76
E-mail address:	jerome.schaffner@homesoft.fr

This CSS ASSOCIATE LICENSE AGREEMENT FOR RESELLERS ("Agreement") is made and entered into as of 11 APRIL 2000 (the "Effective Date") by and between: (i) DVD COPY CONTROL ASSOCIATION, an American corporation having offices located at 225 B Cochrane Circle, Morgan Hill, CA 95037 ("DVD CCA") or its assignee ("Licensor"); and (ii) the company named above ("Associate"). This Agreement includes this document and accompanying Attachment documents labeled A and B.

Background

The Content Scramble System ("CSS") is a technical method for protecting the rights of copyright owners in digital materials stored on DVD media. It relies on scrambling the materials and on requiring companies that wish to make devices to descramble and view the materials to follow certain rules in the design and distribution of their products.

To preserve the integrity of CSS, certain components which perform critical functions such as descrambling and authentication may only be distributed to parties who agree to use and distribute them as required by the current CSS Assembly Specification (defined below) and this Agreement.

Agreement

In consideration of the above and of being authorized (1) to receive certain components related to CSS and (2) to distribute such components in accordance with this Agreement, Associate agrees and promises as follows:

Counter
Signed:

(A)

DVD CCA 201970
HIGHLY CONFIDENTIAL
ATTORNEY EYES ONLY

1. Definitions.

1.1. "Schedule 1 Products" are defined and identified on Attachment A to this Agreement and are subject to the requirements of this Agreement.

1.2. "Schedule 2 Products" are defined and identified on Attachment A to this Agreement and are subject to the requirements of this Agreement.

2. Handling Schedule 1 and Schedule 2 Products.

2.1. Modifications. Associate shall not rework, modify, or reverse engineer any Schedule 1 or Schedule 2 Products, and shall not assemble or combine any Schedule 1 or Schedule 2 Products with each other or any other product.

2.2. Redistribution.

2.2.a. Schedule 1 Products may be distributed only to CSS Licensees authorized to receive such products or other Associate Licensee Resellers subject to this Associate License for Resellers.

2.2.b. Schedule 2 Products may only be distributed to CSS Licensees or other Associates License Resellers or Associate License Assemblers to be used and distributed only under the terms and restrictions of their respective licenses.

2.2.c. Associate agrees not to distribute Schedule 1 or Schedule 2 Products to any other person.

2.3. Other Licensees. Licensor will make available a list of CSS Licensees and other Associates; Associate shall not distribute Schedule 1 or Schedule 2 Products to any other person or entity not on such list and authorized to receive such products.

3. Modification of Product Definitions. By written notice given no less than 18 months in advance, the definitions in Attachment A may be modified by Licensor as required for consistency with other CSS licenses.

4. Liability for Violation. Failure to comply with the terms of this Agreement, including but not limited to distribution of Schedule 1 or 2 Products in violation of this Agreement, will subject Associate to legal liability, including injunctions, damages and termination of Associate's status. Licensee acknowledges that in the event of breach of its obligations hereunder money damages alone will not adequately compensate an injured party, including an injured third party beneficiary, and that injury to such party will be irreparable. In the event of any breach, Licensor and/or other CSS Licensees, including owners of the copyright rights in content protected by CSS, shall be entitled to bring an action at law or in equity, including as third party beneficiaries of this Agreement against Associate to enforce the terms of the Agreement and in any such action to specific performance or other temporary, preliminary or permanent injunctive relief and for damages.

5. Access to Intellectual Property. Associate agrees to comply with the provisions of Attachment B, which are incorporated hereby as part of this Agreement.

6. General Terms.

6.1. Entire Agreement. This Agreement may not be modified except by written agreement dated subsequent to the date of this Agreement and signed by both parties.

6.2. Other Licenses. This Agreement only permits Associate to receive certain parts manufactured under license from Licensor. Neither Licensor nor any other party shall be responsible for other permissions or licenses which may be needed in the manufacture or sale of any product.

6.3. *Assignment.* Associate shall not assign or transfer any rights or obligations under this Agreement without the prior written consent of Licensor. Licensor may assign or transfer this Agreement and/or any of its rights or obligations hereunder.

6.4. *Notices.* Associate's address for notices under this Agreement shall be the address set out on the first page hereof. Licensor's address for notices hereunder is:

DVD Copy Control Association
225 B Cochrane Circle
Morgan Hill CA 95037
Attn: President, John Hoy
Fax 1 (408) 779-9291

6.5. *Governing Law; Jurisdiction.* This agreement shall be governed by and construed in accordance with the laws of the State of California, United States of America, excluding that body of law relating to conflicts of law principles. Associate irrevocably consents to the exclusive jurisdiction and venue in the federal and state courts located in California and to the effectiveness, execution and enforcement of any order or judgment of such court throughout the world.

6.6. *Term.* The license granted under this Agreement shall expire on the 90th day after the DVD Copy Control Association becomes the licensor of CSS technology for video applications, unless earlier terminated by written notice for any or no reason of one party to the other at the address set out herein or as at such other address as may be changed by written notice. Licensee is advised that the DVD Copy Control Association is expected to become the licensor of CSS technology sometime during the third quarter of 1999 and is expected to issue replacement CSS associate licenses substantially in the same form as this Agreement. Termination or expiration shall not affect Associate's obligations hereunder or enforcement thereof.

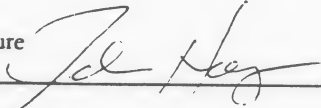
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

DVD COPY CONTROL ASSOCIATION

ASSOCIATE:

HONESOFT

Signature



Printed Name John Hoy

Title President

Date

4/20/00

Signature



Printed Name

SCHAFFNER Jerome

Title

General Manager

Date

11 APR 2000

ATTACHMENT "A"
TO
ASSOCIATE LICENSE AGREEMENT

CSS CONTROLLED PRODUCTS AND SCHEDULE 3 PRODUCTS

Definitions:

"Schedule 1 Products":

Products that are not Schedule 2 or Schedule 3 Products or that are Authenticators, Descramblers, or CSS Decoders that output data other than as permitted for Schedule 2 or Schedule 3 Products.

"Schedule 2 Products":

Products which incorporate any part of the Contents Scramble System and which, in addition to other permitted outputs, has as an output for descrambled decompressed video in digital form.

"Schedule 3 Products":

Section 1.01 CSS Compliant Products which output previously CSS-scrambled data only in a Protected form.

"Protected"

A configuration in which a data stream or signal is not output except (i) via encrypted, scrambled, or otherwise secure link or method authorized hereunder either through a device's or component's authorized output or to the next component or device which in turn has an authorized output; or (ii) directly as uncompressed video data to a graphics subsystem via an internal computer path. For purposes of this definition, authorized outputs and methods hereunder are those referenced in sections 6.2.1.1, 6.2.1.3, 6.2.2, 6.2.4, and 6.2.5 of the CSS Procedural Specifications, including any upgrades or modifications thereto.

Examples of Schedule 1 Products:

- ⌚ Chips that perform CSS authentication and/or descrambling but do not perform MPEG decompression.
- ⌚ CSS Decoders that output MPEG compressed video.

Example of Schedule 2 Products:

- ⌚ A chip or software which has as its input CSS Scrambled data, and has as its output descrambled decompressed video in digital form.

Examples of Schedule 3 Products:

- ⌚ A DVD player in which the only video output is an NTSC port with the mandated analog protection system. Other outputs may also be present if they are "protected" as defined here.
- ⌚ A PC add-in card having NTSC outputs as above and descrambled decompressed video directed toward the target computer's graphics subsystem.
- ⌚ A computer which releases CSS Video Data only via Protected outputs and otherwise meets the requirements of the Assembly Specification.

ATTACHMENT "B"
TO
ASSOCIATE LICENSE AGREEMENT

ACCESS TO INTELLECTUAL PROPERTY

- (a) Absolutely Necessary Claim. Associate shall not, and shall cause each of its Controlled Companies not to, assert any Absolutely Necessary Claim(s) allegedly contained in the portions of the CSS Specifications pertaining to CSS, against DVD CCA or any CSS Licensee (including its Permitted Sublicensees) or vendor, distributor, purchaser or other person in the chain of distribution for the manufacture, use, distribution, offer to sell, sale, import, or other transfer of a CSS Compliant Product which was made under license from DVD CCA, provided that this Attachment B only applies to those aspects of such CSS Compliant Product which are required for compliance with CSS Specifications and which cannot be implemented without infringing (but for this covenant) the Absolutely Necessary Claim(s) and further provided that this Covenant shall not apply with respect to an entity which is asserting an Absolutely Necessary Claim against Associate.
- (b) Disc Immunity. Associate shall not, and shall cause each of its Controlled Companies not to, assert any claim(s) based on Disc IP against any CSS Licensee who is a Content Provider, Authoring Studio, or DVD Disc Replicator or vendor, distributor, purchaser or other person in the chain of distribution for the manufacture, use, distribution, offer to sell, sale, import, or other transfer of DVD Disc that: (i) is a CSS Compliant Product; and (ii) was made under license from MEI, provided that (1) this paragraph only applies to those aspects of such DVD Discs which are present for the purpose of complying with the portions of the CSS Specifications pertaining to CSS; and (2) this section shall only apply to DVD Discs themselves, and shall not apply to any apparatus for the manufacture thereof.
- (c) Termination of Suits.
- (i) If Associate or any of its Controlled Companies asserts any Absolutely Necessary Claim(s) or Disc IP claim(s) in violation of the above provisions, Associate shall terminate or cause to be terminated such assertion of claim.
 - (ii) In the case of an entity which is not a Controlled Company but in which Associate or any of its Controlled Companies holds any voting security or any other ownership interest (a "Partially Owned Company"), Associate shall not knowingly vote, and shall cause each Controlled Company not to vote, any voting security or ownership interest in any such Partially Owned Company in favor of asserting any claim which Associate would be prohibited from asserting hereunder. Associate agrees to use reasonable efforts to vote, and use reasonable efforts to cause each Controlled Company to vote, all voting securities and ownership interests in each Partially Owned Company to terminate any such claim(s). The termination of any such claim(s) under Absolutely Necessary Claim(s) or Disc IP claim(s), as the case may be, shall relieve Associate of all liability for voting in favor of such claim without knowledge that such claim(s) was under any Absolutely Necessary Claim(s) or Disc IP claim(s), as applicable.
- (d) Patent License Offer. Associate shall offer, and shall cause its Controlled Companies to offer, a patent license for any of its/their claims for which Relatively Necessary Claim(s) exist, provided that such license may be limited to Relatively Necessary Claim(s) that are within the scope of the other CSS Licensee's license from DVD CCA. Such license shall be made available on reasonable and non-discriminatory terms to any CSS Licensee in good standing and/or its Permitted Sublicensees. To the extent that a Relatively Necessary Claim that would otherwise be governed by this paragraph is subject to the Disc Immunity governed by Section (b), above, such Relatively Necessary Claim shall be governed by Section (b), above, rather than this paragraph.

(e) Applicability.

- (1) The provisions of this Attachment B related to Absolutely Necessary Claims and Relatively Necessary Claims shall apply with respect to the CSS Specifications in effect on the date on which this Agreement is entered and to any subsequent revision to CSS Specifications where Licensee has specifically agreed in writing to apply Attachment B to such revisions.
- (2) The covenant shall remain in effect for the life of any patent issued throughout the world with a first priority date prior to or during the term this Agreement.
- (3) Any executed patent license entered into pursuant to Section (d), above, shall survive the termination of this Agreement in accordance with its terms.
- (4) Notwithstanding the termination of this Agreement, the obligation to offer a patent license under Section (d), above, shall continue after such termination with respect to CSS Compliant Products that were made prior to, or are in production as of, the date of such termination for a license period ending not earlier than one (1) year after the termination of this Agreement.

(f) Definitions.

- (1) "Absolutely Necessary Claim" shall mean any claim(s) of patent(s) or patent application(s) which are infringed by the manufacture, import, use or sale of CSS Compliant Products because: (i) the CSS Specifications pertaining to CSS are read on by such claim(s); or (ii) products that, solely because of the requirement to implement the CSS Specifications pertaining to CSS, cannot be manufactured, used, distributed, offered to be sold, sold, imported, or otherwise transferred without infringing such claim(s).
- (2) "Controlled Company" shall mean any other entity that controls, is controlled by, or is under common control with another entity. "Control" means possession, direct or indirect, of the power to direct or cause the direction of the management and policies with respect to the matters set out in this Attachment B.
- (3) "Disc IP" shall mean any copyright, trade secret, or other intellectual property inherent in the CSS Specifications pertaining to CSS or any patent claim(s) (including but not limited to any Absolutely Necessary Claims or Relatively Necessary Claims) relating to implementation of CSS in any DVD Disc.
- (4) "Relatively Necessary Claim" shall mean, any claim(s) of patent(s) or patent application(s), that: (i) are not Absolutely Necessary Claims; and (ii) with respect to which the implementation of all or any portions of the CSS Specifications pertaining to CSS involves a design-around to such patent claim(s) which would have a commercially significant effect on performance, manufacturability or manufacturing cost, although the cost of designing-around itself shall not be taken into account.

ATTACHMENT "A"
TO
ASSOCIATE LICENSE AGREEMENT

CSS CONTROLLED PRODUCTS AND SCHEDULE 3 PRODUCTS

Definitions:

"Schedule 2 Products":

Products which incorporate any part of the Contents Scramble System and which, in addition to other permitted outputs, has as an output for descrambled decompressed video in digital form.

"Schedule 3 Products":

- (ix) CSS Compliant Products which output previously CSS-scrambled data only in a Protected form.

"Protected"

A configuration in which a data stream or signal is not output except (i) via encrypted, scrambled, or otherwise secure link or method authorized hereunder either through a device's or component's authorized output or to the next component or device which in turn has an authorized output; or (ii) directly as uncompressed video data to a graphics subsystem via an internal computer path. For purposes of this definition, authorized outputs and methods hereunder are those referenced in sections 6.2.1.1, 6.2.1.3, 6.2.2, 6.2.4, and 6.2.5 of the CSS Procedural Specifications, including any upgrades or modifications thereto.

Example of Schedule 2 Products:

- ⌚ A chip or software which has as its input CSS Scrambled data, and has as its output descrambled decompressed video in digital form.

Examples of Schedule 3 Products:

- ⌚ A DVD player in which the only video output is an NTSC port with the mandated analog protection system. Other outputs may also be present if they are "protected" as defined here.
- ⌚ A PC add-in card having NTSC outputs as above and descrambled decompressed video directed toward the target computer's graphics subsystem.
- ⌚ A computer which releases CSS Video Data only via Protected outputs and otherwise meets the requirements of the Assembly Specification.

ATTACHMENT "B"
TO
ASSOCIATE LICENSE AGREEMENT

ACCESS TO INTELLECTUAL PROPERTY

1. **Absolutely Necessary Claim.** Associate shall not, and shall cause each of its Controlled Companies not to, assert any Absolutely Necessary Claim(s) allegedly contained in the portions of the CSS Specifications pertaining to CSS, against DVD CCA or any CSS Licensee (including its Permitted Sublicensees) or vendor, distributor, purchaser or other person in the chain of distribution for the manufacture, use, distribution, offer to sell, sale, import, or other transfer of a CSS Compliant Product which was made under license from DVD CCA, provided that this Attachment B only applies to those aspects of such CSS Compliant Product which are required for compliance with CSS Specifications and which cannot be implemented without infringing (but for this covenant) the Absolutely Necessary Claim(s) and further provided that this Covenant shall not apply with respect to an entity which is asserting an Absolutely Necessary Claim against Associate.
2. **Disc Immunity.** Associate shall not, and shall cause each of its Controlled Companies not to, assert any claim(s) based on Disc IP against any CSS Licensee who is a Content Provider, Authoring Studio, or DVD Disc Replicator or vendor, distributor, purchaser or other person in the chain of distribution for the manufacture, use, distribution, offer to sell, sale, import, or other transfer of DVD Disc that: (i) is a CSS Compliant Product; and (ii) was made under license from DVD CCA, provided that (1) this paragraph only applies to those aspects of such DVD Discs which are present for the purpose of complying with the portions of the CSS Specifications pertaining to CSS; and (2) this section shall only apply to DVD Discs themselves, and shall not apply to any apparatus for the manufacture thereof.
3. **Termination of Suits.**
 - (1) If Associate or any of its Controlled Companies asserts any Absolutely Necessary Claim(s) or Disc IP claim(s) in violation of the above provisions, Associate shall terminate or cause to be terminated such assertion of claim.
 - (2) In the case of an entity which is not a Controlled Company but in which Associate or any of its Controlled Companies holds any voting security or any other ownership interest (a "Partially Owned Company"), Associate shall not knowingly vote, and shall cause each Controlled Company not to vote, any voting security or ownership interest in any such Partially Owned Company in favor of asserting any claim which Associate would be prohibited from asserting hereunder. Associate agrees to use reasonable efforts to vote, and use reasonable efforts to cause each Controlled Company to vote, all voting securities and ownership interests in each Partially Owned Company to terminate any such claim(s). The termination of any such claim(s) under Absolutely Necessary Claim(s) or Disc IP claim(s), as the case may be, shall relieve Associate of all liability for voting in favor of such claim without knowledge that such claim(s) was under any Absolutely Necessary Claim(s) or Disc IP claim(s), as applicable.
4. **Patent License Offer.** Associate shall offer, and shall cause its Controlled Companies to offer, a patent license for any of its/their claims for which Relatively Necessary Claim(s) exist, provided that such license may be limited to Relatively Necessary Claim(s) that are within the scope of the other CSS Licensee's license from DVD CCA. Such license shall be made available on reasonable and non-discriminatory terms to any CSS Licensee in good standing and/or its Permitted Sublicensees. To the extent that a Relatively Necessary Claim that would otherwise be governed by this paragraph is subject to the Disc Immunity governed by Section (b), above, such Relatively Necessary Claim shall be governed by Section (b), above, rather than this paragraph.

5. Applicability.

- (1) The provisions of this Attachment B related to Absolutely Necessary Claims and Relatively Necessary Claims shall apply with respect to the CSS Specifications in effect on the date on which this Agreement is entered and to any subsequent revision to CSS Specifications where Licensee has specifically agreed in writing to apply Attachment B to such revisions.
- (2) The covenant shall remain in effect for the life of any patent issued throughout the world with a first priority date prior to or during the term this Agreement.
- (3) Any executed patent license entered into pursuant to Section (d), above, shall survive the termination of this Agreement in accordance with its terms.
- (4) Notwithstanding the termination of this Agreement, the obligation to offer a patent license under Section (d), above, shall continue after such termination with respect to CSS Compliant Products that were made prior to, or are in production as of, the date of such termination for a license period ending not earlier than one (1) year after the termination of this Agreement.

6. Definitions.

- (1) "Absolutely Necessary Claim" shall mean any claim(s) of patent(s) or patent application(s) which are infringed by the manufacture, import, use or sale of CSS Compliant Products because: (i) the CSS Specifications pertaining to CSS are read on by such claim(s); or (ii) products that, solely because of the requirement to implement the CSS Specifications pertaining to CSS, cannot be manufactured, used, distributed, offered to be sold, sold, imported, or otherwise transferred without infringing such claim(s).
- (2) "Controlled Company" shall mean any other entity that controls, is controlled by, or is under common control with another entity. "Control" means possession, direct or indirect, of the power to direct or cause the direction of the management and policies with respect to the matters set out in this Attachment B.
- (3) "Disc IP" shall mean any copyright, trade secret, or other intellectual property inherent in the CSS Specifications pertaining to CSS or any patent claim(s) (including but not limited to any Absolutely Necessary Claims or Relatively Necessary Claims) relating to implementation of CSS in any DVD Disc.
- (4) "Relatively Necessary Claim" shall mean, any claim(s) of patent(s) or patent application(s), that: (i) are not Absolutely Necessary Claims; and (ii) with respect to which the implementation of all or any portions of the CSS Specifications pertaining to CSS involves a design-around to such patent claim(s) which would have a commercially significant effect on performance, manufacturability or manufacturing cost, although the cost of designing-around itself shall not be taken into account.

Rod Djukich

From: Jérôme Schaffner [jerome.schaffner@homesoft.fr]
Sent: Monday, April 03, 2000 2:03 AM
To: Rod Djukich
Subject: Re: CSS Inquiry Sheet - Homesoft

we have moved today, our new address is :
7/11 rue Casteja
92100 Boulogne
France
Tel 33 1 58 17 52 52
Fax 33 1 46 09 12 76
thank you

new address

-----Message d'origine-----
De : Rod Djukich <Rod.Djukich@LMICP.com>
À : Homesoft (E-mail) <jerome.schaffner@homesoft.fr>
Date : samedi 1 avril 2000 03:25
Objet : FW: CSS Inquiry Sheet - Homesoft

>Mr. Schaffner:

>
>I also need to verify the correct address for our database. Your
initial
>web submission indicated that the following is the address of Homesoft
(95
>Bis Rue de Bellevue, Boulogne 92100, France), whereas the inquiry sheet
>information you sent indicates a different street address (7/11 Rue
>Casteja). Please shed some light on this discrepancy.

>Regards/rd

>
>> -----Original Message-----
>> From: Rod Djukich
>> Sent: Friday, March 31, 2000 4:59 PM
>> To: Homesoft (E-mail)
>> Subject: CSS Inquiry Sheet - Homesoft
>>
>> Dear Mr. Schaffner:
>>
>> We are in receipt of the above Inquiry Sheet you sent to DVD CCA.
>>
>> With respect to Section 3.1 of the document, please advise as to the
>> proposed use of CSS by Homesoft, since this information was not
provided.
>> I presume it is "Reseller", but I must ask to be sure.
>>
>> I await your early reply.
>>
>> Best Regards,
>> Rod Djukich
>> DVD CCA Contract / Licensing Manager
>>
>> DVD Copy Control Association
>> 225 B Cochrane Circle
>> Morgan Hill, CA 95037
>>
>> Tel (408) 776-2014 ext.17 / Fax (408) 779-9291
>>

Rod Djukich

From: Jérôme Schaffner [jerome.schaffner@homesoft.fr]
Sent: Monday, April 03, 2000 2:02 AM
To: Rod Djukich
Subject: Re: CSS Inquiry Sheet - Homesoft

Yes Reseller
thank you

-----Message d'origine-----

De : Rod Djukich <Rod.Djukich@LMICP.com>

À : Homesoft (E-mail) <jerome.schaffner@homesoft.fr>

Date : samedi 1 avril 2000 03:01

Objet : CSS Inquiry Sheet - Homesoft

Confirmation
§ 3.1

>Dear Mr. Schaffner:

>

>We are in receipt of the above Inquiry Sheet you sent to DVD CCA.

>

>With respect to Section 3.1 of the document, please advise as to the
>proposed use of CSS by Homesoft, since this information was not
provided.

I

>presume it is "Reseller", but I must ask to be sure.

>

>I await your early reply.

>

>Best Regards,

>Rod Djukich

>DVD CCA Contract / Licensing Manager

>

>DVD Copy Control Association

>225 B Cochrane Circle

>Morgan Hill, CA 95037

>

>Tel (408) 776-2014 ext.17 / Fax (408) 779-9291

>

>

>***NOTE***

>The information contained in this e-mail message is intended only for
use

of

>the individual or entity named above. If the reader of this message is
not

>the intended recipient, or the employee or agent responsible to deliver
it

>to the intended recipient, you are hereby notified that any
dissemination,

>distribution or copying of this communication is strictly prohibited.

If

>you have received this communication in error, please immediately
notify us

>by telephone (408) 776-2014, and destroy the original message. Thank
you.

>

>

>

Glenn St. Marie

From: css-license@dvdcca.org
Sent: Tuesday, March 14, 2000 1:48 AM
To: Glenn.St.Marie@LMICP.COM
Subject: Interim CSS Technology License: request for inquiry sheet process A

✓
sent
application
3-14-00
rs

Below is the result of your feedback form. It was submitted by
Interim CSS Technology License - Process A (css-license@dvdcca.org) on Tuesday, March 14, 2000 at 01:47:49

company : HOMESoft
address1 : 95BIS RUE DE BELLEVUE
city : BOULOGNE
state : -
postal : 92100
country : FRANCE
telephone : 33 1 41 31 63 80
fax : 33 1 41 31 45 20
user_email : jerome.schaffner@homesoft.fr
user_fname : jerome
user_lname : schaffner
user_title : general manager
submit : Submit

← 3. old

respond
w/ email

today -

per Paula.

Paula Williams

From: Susumu Yamaguchi [syamagu@dvd.mei.co.jp]
Sent: Tuesday, March 14, 2000 1:34 AM
To: "J??e Schaffner"
Cc: Paula.Williams@LMICP.com
Subject: Re: CSS Reseller license

Importance: High

Dear Mr. J * * e Schaffner

Thank you for your email as below.

We would like to inform you that all the operations and missions of CSS Interim License were transferred to DVDCCA at the address below on December 15, 1999:

DVD Copy Control Association, Inc. (DVDCCA)

Address : 225 B Cochrane Circle
Morgan Hill, CA 95037, USA
Phone : 408-776-2014
F A X : 408-779-9291
President : Mr. John Hoy
Website : <http://www.dvdcca.org>

If you have some inquiries regarding CSS license, please contact to DVDCCA directly.

Thank you again for your cooperation.

Best regards.

At 09:56 00/03/14 +0100, J * * e Schaffner wrote:

>Dear Yamaguchi-san,

>

>We are HomeSoft. We are planning to distribute PowerDVD CyberLink's

>software DVD player to local PC manufacturers

>We are told that we need the "Reseller" Licence from CSS Interim Licence

>Organization.

>Could you send us information on how to proceed the licence procedure?

>Thanks.

>

>Best regards

>

>J * * e Schaffner - General Manager

>HomeSoft

>95bis rue de Bellevue - 92100 Boulogne - France

>Tel (33) (0) 1 41 31 63 80 - Fax (33) (0) 1 41 31 45 20

>Websites : homesoft.fr mediapocket.fr

>-----

>-----

2/2



TELECOPIE

95bis rue de Bellevue 92100 Boulogne - France
Tel : 33 (0)1 41 31 63 80 Fax : 33 (0)1 41 31 45 20

From : Jérôme SCHAFFNER

Attn : Susumu Yamaguchi
Company : CSS Interim License Organization
Matsushita Electric Industrial Co., Ltd

Date : 13 March 2000

Nb pages including this one : 1

Dear Yamaguchi-san,
We are HomeSoft. We are planning to distribute PowerDVD CyberLink's software DVD player to local PC manufacturers.
We are told that we need the "Reseller" Licence from CSS Interim Licence Organization.
Could you send us information on how to proceed the licence procedure?
Thanks.

Best regards,

Li

1/2

FACSIMILE MESSAGE

March 16, 2000

Total page : 1

To: Mr. Jerome Schaffner
HomeSoft TELECOPIE
Fax: +33 1 41 31 45 20

Cc: Ms. Paula Williams
DVD Copy Control Association
Fax: +1-408-779-9291

From: Susumu Yamaguchi / Mr.
CSS Interim License Organization
Matsushita Electric Industrial Co., LTD.
2-15 Matsuba-cho, Kadoma, Osaka 571-8503, JAPAN
Fax: +81-6-6901-9299 Tel: +81-6-6905-4155

Dear Mr. SCHAFFNER,

Thank you for your FAX on March 13.

We would like to inform you that all the operations and missions of CSS Interim License were transferred from MEI to DVDCCA at the address below on December 15, 1999:

DVD Copy Control Association, Inc. (DVDCCA)
Address : 225 B Cochrane Circle
Morgan Hill, CA 95037, USA
Phone : 408-776-2014
F A X : 408-779-9291
President : Mr. John Hoy
Website : <http://www.dvdcca.org>

If you have any inquiries regarding CSS Interim License, we would like you to review above Web site and contact to DVDCCA.

Thank you in advance for your understanding and cooperation.

Sincerely yours.

Susumu Yamaguchi

DVD CCA 201986
HIGHLY CONFIDENTIAL
ATTORNEY EYES ONLY

DVD Copy Control Association
225 B Cochrane Circle
Morgan Hill, CA 95037

Tel: (408) 776-2014
Fax: (408) 779-9291
Web Site: <http://www.dvdcca.org>

RECEIPT OF DOCUMENT(S)

DOCUMENT:

Interim CSS Associate License Agreement (1 of 2 counter-signed originals for your files)
(for "Reseller")
Interim CSS Associate License Certificate
(for "Reseller")

RECEIVED BY:

COMPANY: Homesoft

NAME: SCHAFFNER
(Please Print)

SIGNATURE: [Signature]

DATE: April 28, 2000

DISTRIBUTED BY:

COMPANY: DVD Copy Control Association

NAME: Rod Djukich

SIGNATURE: [Signature]

DATE: April 20, 2000

AIRBILL TRACKING NO.: _____ (if courier is used for shipment)

ATTENTION RECEIVER:

UPON RECEIPT OF THE ENCLOSED ITEMS(S), PLEASE RETURN THIS ACKNOWLEDGMENT OF RECEIPT TO DVD CCA VIA FAX, ALONG WITH YOUR PRINTED NAME, DATE and SIGNATURE

DVD CCA 201987
HIGHLY CONFIDENTIAL
ATTORNEY EYES ONLY

DVD Copy Control / Association
225 B Cochrane Circle
Morgan Hill, CA 95037

Tel: (408) 776-2014
Fax: (408) 779-9291
Web Site: <http://www.dvdcca.org>

RECEIPT OF DOCUMENT(S)

DOCUMENT:

interim CSS Associate License Agreement
(for "Reseller")

(1 of 2 counter-signed originals for your files)

interim CSS Associate License Certificate
(for "Reseller")

RECEIVED BY:

COMPANY: **Homesoft**

NAME: _____

(Please Print)

SIGNATURE: _____

DATE: _____

DISTRIBUTED BY:

COMPANY: **DVD Copy Control Association**

NAME: **Rod Djukich**

SIGNATURE: _____

DATE: **April 20, 2000**

AIRBILL TRACKING NO.: _____ (if courier is used for shipment)

ATTENTION RECEIVER:

UPON RECEIPT OF THE ENCLOSED ITEMS(S), PLEASE RETURN THIS ACKNOWLEDGMENT OF RECEIPT TO DVD CCA VIA FAX, ALONG WITH YOUR PRINTED NAME, DATE and SIGNATURE

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COMPANY: Homesoft

NAME:

SCHAFNER

(Please Print)

SIGNATURE:



DATE:

11 APRIL 2000

DISTRIBUTED BY:

COMPANY: DVD Copy Control Association

NAME: Rod Djukich

SIGNATURE:



DATE: 4/5/00

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